fide holder may enforce the instrument at law. *Frank* v. *Lilienfeld,* 74 Va. 377; *Prim* v. *Hammel,* 134 Ala. 652.

BILLS AND NOTES—SUFFICIENCY OF PLAINTIFF'S TITLE.—Action on a note payable to one C and by him indorsed to plaintiff. The latter indorsed in blank before maturity and placed the note in a bank, notifying the defendant to pay it there. Defendant contends that plaintiff cannot sue as the legal title is in the bank. *Held,* plaintiff can recover. *Hughes* v. *Black* (1905), — Ala. —, 39 So. Rep. 984.

The blank indorsement of a note gives to the holder a prima facie legal title upon which a suit may be based. *Bank* v. *Wofford,* 71 Miss. 711; *Berney* v. *Steiner,* 108 Ala. 111; *Curtis* v. *Sprague,* 51 Cal. 239. The burden of proof is on the defendant to show want of title in the plaintiff. *Shaw* v. *Jacobs,* 89 Ia. 713; *Berney* v. *Steiner,* 108 Ala. 111; *Anniston* v. *Furnace Co.,* 94 Ala. 606.

BILLS AND NOTES—RIGHTS OF AN ACCOMMODATION MAKER.—In an action by the accommodation maker of a note, who had been compelled to pay it, against the indorsers (the accommodated parties), the defense was that the written instrument could not be varied by parol. *Held,* parol evidence is admissible to show plaintiff's true relation to the transaction. *Morgan* v. *Thompson et al.* (1905), — N. J. —, 62 Atl. Rep. 410.

The suit is really one to recover money paid for the use of the defendants. One who makes a note for the accommodation of another can, after having been compelled to pay the same to a bona fide holder, recover the amount paid from the party accommodated. *Peale* v. *Addicks,* 174 Pa. St. 543; *Burton* v. *Slaughter,* 26 Gratt. 914; *Martin* v. *Muncy,* 40 La. Ann. 190. This because under the negotiable instruments law evidence is admissible to show that, as between themselves, the indorsers of a note have agreed as to their liability otherwise than appears from the order of their indorsements. P. L. N. J., 1902, p. 596, § 68.

CARRIERS—LIABILITY OF STEAMSHIP COMPANY FOR LOSS OF PASSENGER'S BAGGAGE.—Plaintiff's assignor was a steamship passenger from Italy to New York. While the ship was lying in the harbor of Naples he went ashore, leaving his state-room door unlocked, and remained away several hours. Upon his return he found the door open and that jewelry to the amount of $225 had been stolen in his absence. Upon proof that the steward had been in the state-room after the plaintiff left, had noticed the jewelry, but had not locked the door, it was *held* that defendant company was guilty of negligence and liable for the amount claimed. *Hart* v. *North German Lloyd Steamship Company* (1905), 95 N. Y. Supp. 733.

Steamship companies, partaking as they do of the nature both of inn-keepers and of common carriers, yet differing from both, are placed in a peculiar position as to their liability for the theft of the personal belongings of passengers. The strict rule of the inn-keeper's liability would make them responsible for all losses not the direct result of the act of God, a public enemy or the guest's own negligence, *Hulett* v. *Swift,* 33 N. Y. 571, 88 Am. Dec. 405. This rule was applied in *Adams* v. *New Jersey Steamboat Co.,* 151

N. Y. 163, 45 N. E. 369, 34 L. R. A. 682, 56 A. M. St. Rep. 616; and substantially also in *Crozier* v. *Boston, N. Y. & N. S. B. Co.,* 43 How. Pr. 466; and *Macklin* v. *N. Jersey S. B. Co.,* 7 Abb. Pr. N. S. 229. But the court in *Clark* v. *Burns,* 118 Mass. 275, 19 Am. Rep. 456, distinctly holds a steamship company to the liability only of a common-carrier, which is for the loss of reasonable baggage when the same has been delivered into its possession, but not for the loss of articles which the passenger retains upon his person, or in his own possession. So also, *The Crystal Palace* v. *Vanderpool,* 55 Ky. 302; *McKee* v. *Owen,* 15 Mich. 115. It is evident, however, that this restricted liability does not well apply to the conditions of steamship travel, where a passenger must, from the nature of things, have much of his baggage in his state-room, and therefore in his own possession. The principal case would seem to furnish a criterion of liability, alike just to company and passenger, viz.: the failure on the part of the steamship company to exercise due care, under all the circumstances, in guarding the passenger's personal effects against loss.

COMMON CARRIERS—LIMITATION OF LIABILITY BY SPECIAL CONTRACT—EXEMPTION INCLUDES LIMITATION.—Plaintiff's traveling salesman checked $600 worth of baggage from Buena Vista to Eagle Mountain Station, both in Virginia, on a 1000-mile ticket, on the back of which was a contract signed by the salesman, which provided in part "that in the event of loss or damage to baggage no claim shall be made therefor in excess of $100," the consideration being a reduction of one-half cent per mile less than the regular fare. The goods were destroyed by fire in the baggage room at Eagle Mountain Station on the night of their arrival. *Held,* (JUSTICES BUCHANAN and HARRISON dissenting), that the relation of carrier and passenger still existed at the time of the loss because the plaintiff's salesman had not had a reasonable opportunity to remove the baggage, and that the stipulation limiting the liability of the carrier in case of loss was void because it violated Sec. 1296 of the Virginia Code (1887). *Chesapeake & Ohio Ry. Co.* v. *Beasley, Couch & Co.* (1906), — Va. —, 52 S. E. Rep. 566.

Sec. 1296 of the Virginia Code (1887) provides: "No agreement made by a common carrier for exemption from liability for injury or loss occasioned by his own negligence or misconduct shall be valid." For a discussion of this general question in absence of statute, see 4 MICH. LAW REV. 148. The theory of the majority opinion in the principal case is that this statute covers "limitations" of liability as well as "exemptions" from liability, and that if this were not so the statute would be practically nugatory. This is excepted to by the two dissenting opinions, on the ground that a former Virginia case, *Richmond & Danville Ry.* v. *Payne* (1890), 86 Va. 481, 10 S. E. Rep. 749, held that a carrier could limit its liability for loss in consideration of a reduced rate of transportation, and that to now hold such a limitation invalid would be to overrule a decision that has stood as the law in Virginia for over fifteen years. No mention is made of the statute in that case, however, and its decision is based upon the leading case of *Hart* v. *Penna. Ry. Co.* (1884), 112 U. S. 331. As pointed out by the majority opinion in the principal case, *Hart* v. *Penna. Ry. Co.* (1884) does not involve any statute. A similar